

REAL ESTATE CONTRACT

1 SK-10105

2 This CONTRACT FOR THE SALE OF LAND executed this date
3 between RICHARD E. YARNELL and SUSAN L. YARNELL, husband and wife,
4 and ROBERT D. COLLINS and MAXINE COLLINS, husband and wife, herein-
5 after referred to as "Seller", and DENNIS J. PHILLIPS and LINDA L.
6 PHILLIPS, husband and wife, hereinafter referred to as "Purchaser,"

W I T N E S S E T H:

7
8 That for and in consideration of the covenants and
9 agreements hereinafter provided, the Seller hereby agrees to sell and
10 convey to the Purchaser, and the Purchaser agrees to buy of the
11 Seller the following described real property, hereinafter referred
12 to as the "premises" or "property," upon the terms and conditions
13 provided in this contract.

14 DESCRIPTION OF PROPERTY: Situated in the County of
Skamania, State of Washington:

15 That portion of the Northwest Quarter of the North-
16 east Quarter of Section 19, Township 1 North, Range
5 E.W.M., described as follows:

17 Beginning at a point 1,671.78 feet West from the
18 Northeast corner of said Section 19, said point
19 being located on the Westerly bank of an unnamed
stream; thence following the Westerly bank of said
20 stream South 27 feet to a point marked by an iron
wire; thence South 01°41' East 30.66 feet; thence
21 South 33°24' West 41.31 feet; thence South 21°20'
West 124.85 feet; thence South 30°25'30" East 102.21
22 feet; thence South 13°43'30" East 190.68 feet; thence
South 24°17' West 126.20 feet; thence South 16°13'
23 East 215 feet more or less, to the intersection of
the Westerly bank of said stream with the Northerly
24 right of way line of Primary State Highway No. 14,
thence in a Southwesterly direction following the
25 Northerly right of way line of said highway to
intersect the West line of the Northwest Quarter of
the Northeast Quarter of said Section 19; thence
26 North 1,030 feet, more or less, along said West line
to the North Quarter corner of said Section 19; thence
27 along the North line of said Section 19, 968.22 feet
more or less, to the point of beginning.

28 EXCEPT those portions thereof conveyed to E. Marion
29 Filer and Dolores Mae Filer, husband and wife, by
30 instruments dated September 28, 1973, and January 29,
1976, and recorded October 19, 1973, and July 1, 1976,
31 in Book 65 of Deeds at pages 812 and 813 and in Book
71 of Deeds at pages 178 and 179, under Auditor's
32 File No. 76764 and 82438, respectively.

1 TOGETHER WITH the easements and rights of way for
2 water pipelines and the exclusive right to use and
3 develop the springs located thereon; with the right
4 to repair and maintain same as reserved in the
5 instruments dated September 28, 1973, and January 29,
6 1976, and recorded October 19, 1973, and July 1,
7 1976, in Book 65 of Deeds at pages 812 and 813 and
8 in Book 71 of Deeds at pages 178 and 179, under
9 Auditor's File No. 76764 and 82438, respectively.

10 AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

11 1. CONSIDERATION AND PAYMENT: The total purchase and sale
12 price is the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) of which
13 Purchaser has paid to Seller the sum of SEVEN THOUSAND FIVE HUNDRED
14 DOLLARS (\$7,500.00) upon the execution of this contract, the receipt
15 whereof Seller hereby acknowledges. The balance of the purchase
16 price in the amount of \$22,500.00 shall be due and payable by
17 Purchaser to Seller in monthly installments of TWO HUNDRED FIFTY
18 DOLLARS (\$250.00) or more at Purchaser's option, commencing on
19 March 1, 1977, and continuing on the 1st day of each month thereafter
20 until the entire purchase price and interest is paid in full, except
21 that the Purchaser shall not pay more than the aforesaid \$250.00
22 per month in the calendar year 1977. The declining balances of
23 the purchase price shall bear interest from the date of this contract
24 at the rate of eight and one-half per cent (8 1/2%) per annum, and
25 the monthly installments aforesaid shall be first credited to the
26 interest accruing from month to month, and the balance applied
27 to the principal.

28 2. TAXES AND ASSESSMENTS: Seller warrants that the real
29 property taxes and all assessments on the property are paid through
30 the calendar year 1976, and such taxes thereon for 1977 will be
31 prorated between the parties as of the date of this contract.
32 Purchaser covenants to seasonably pay all such real property taxes
and any other municipal or governmental assessments hereafter
levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that
they have fully inspected the real property herein bargained to be
sold and is relying on no representations or warranties except as

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expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste to the same. Purchaser covenants further to seasonably pay all charges to such premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect to pay any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property to Purchaser as herein described and free of liens or encumbrances as of the date of this contract, but Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

1 It is agreed by and between the parties hereto that no
2 assignment or contract for assignment of this contract and/or no
3 contract by Purchaser to sell the property, nor any portion thereof,
4 shall be void unless the same shall be consented to by Seller
5 in writing.

6 5. PERFORMANCE AND DEFAULT: This contract shall bind the
7 heirs, executors, administrators and assigns of the respective parties
8 hereto. Time and exact performance in all things shall be of the
9 essence of this contract. In event of default by Purchaser in the
10 payment of the several sums herein provided, or in event of the failure
11 or neglect of Purchaser to perform the several terms and conditions
12 of this contract, and said default having continued for a period of
13 fifteen (15) days, then Seller may declare Purchaser's interest
14 hereunder forfeited and may repossess the property, retaining any
15 sums theretofore paid as liquidated damages for such failure to
16 perform and for the use and occupancy of the premises. Seller
17 may in the alternative bring action on any intermediate overdue
18 installments or upon any payments made by Seller and repayable by
19 Purchaser, and the institution of any such action shall not
20 constitute an election or remedy as to any subsequent default. The
21 waiver by Seller of any breach of this contract shall not be construed
22 as a waiver of said covenants or of any future breach of any term
23 of this contract.

24 In the event Seller must retain an attorney to enforce
25 any provision of this contract, or to have the same forfeited, as
26 above provided, Purchaser agrees to pay to Seller such sums as the
27 Court in any such action declares to be reasonable as attorney's
28 fees together with any costs incurred. Any notice concerning the
29 enforcement or forfeiture of this contract may be made to Purchaser
30 by registered or certified mail, addressed to Purchaser at their
31 last known mailing address.

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1 STATE OF WASHINGTON)
 2 COUNTY OF CLARK) ss.

3 On this day personally appeared before me Richard E.
 4 Yarnell, and Robert D. Collins and Maxine Collins, husband and
 5 wife, to me known to be the individuals described in and who
 6 executed the within and foregoing instrument and acknowledged
 7 that they signed the same as their free and voluntary act and
 8 deed, for the uses and purposes therein mentioned.

9 GIVEN under my hand and official seal this 1st day
 10 of January, 1977.

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NOTARY PUBLIC in and for the State of
 Washington, residing at _____

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14 STATE OF WASHINGTON)
 15 COUNTY OF CLARK) ss.

16 On this day personally appeared before me Dennis T. Phillips
 17 and Linda L. Phillips, husband and wife, to me known to be the
 18 individuals described in and who executed the within and foregoing
 19 instrument and acknowledged that they signed the same as their
 20 free and voluntary act and deed, for the uses and purposes therein
 21 mention.

22 GIVEN under my hand and official seal this 1st day
 23 of January, 1977.

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NOTARY PUBLIC in and for the State of
 Washington, residing at _____

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